

Exhibit D

PROPRIETARY INVENTION AGREEMENT

This agreement is effective the 4th day of March, 1998 between Allen D. Hertz / Dennis D. Epp having a corresponding location at 12784 Tulipwood Cir., Boca Raton, Florida 33428 (hereinafter collectively referred to as "Inventors"), and Mary Waltuck, President representing MPM Corporation, a Corporation having principal location at 16 Forge Park, Franklin, MA 02038 hereinafter called "Receiving Party").

Whereas, Inventors has certain confidential information related to the subject area of general electronic circuit assembly, more specifically an application of a specified release mechanism for solder printing which will not only enhance release of the solder paste from the solder stencil, but enhance the reflowed solder joint (hereinafter called "Subject Area").

Whereas, Inventors desires to disclose such confidential information to the Receiving Party for purposes of discussing proposed joint business ventures, pertaining to the Subject Area.

Whereas, the Receiving Party is willing to accept such information confidentially and as limited herein.

Whereas, the Receiving Party understands that this Agreement in no way obligates Inventors or Receiving Party in any manner.

Now therefore, in consideration of the disclosure by Inventors to Receiving Party of confidential information, the parties agree as follows:

1. "Confidential Information" is defined as all information disclosed for discussion purposes, to the Receiving Party by Inventors orally or in writing, or in sample or model form, related to Subject Area.

2. Unless otherwise expressly authorized by Inventors, the Receiving Party agrees to retain the "Confidential Information" in confidence for a period of five (5) years from the date of receipt of the "Confidential Information" and (a) not to disclose the "Confidential Information" to any third party during such a period and not to use the "Confidential Information" for any purpose other than the aforesaid discussion purposes; and (b) not to use, copy, patent, or otherwise utilize the "Confidential Information." The Receiving Party agrees to use the same degree of care, but no less than a reasonable degree of care, with any "Confidential Information" which it receives under this Agreement as it would with its own "Confidential Information".

Receiving Party Initials MW
Inventors Initials ADH

Best Available Copy

3. Notwithstanding any other provisions of this Agreement, Inventors acknowledges that "Confidential Information" shall not include information which:

a/ is or becomes publicly known through no wrongful act on the Receiving Party's part; or

b/ is already known to the Receiving Party at the time of the disclosure as evidence by written documents; or

c/ is rightfully received by the Receiving Party from a third party without breach of this Agreement; or

d/ is explicitly approved for release by written authorization of Inventors.

4. No license, express or implied, in the "Confidential Information" is granted to the Receiving Party other than to use the information in the manner and to the extent authorized by this Agreement.

5. The existence of the Agreement and/or the nature of the business conducted between Inventors and the Receiving Party shall not be disclosed at any time by the Receiving Party without prior written permission of Inventors.

6. At inventor's written request, and in any event the upon either party's decision not to proceed to pursue any potential joint business venture, transaction and / or relationship, the Receiving Party shall promptly return to Inventors all originals and all copies of written or physical Confidential Information and will certify to Inventors that such complete return has occurred.

amended
8/
7. ~~Inventors shall be entitled, in addition to any remedies it may have at law, to damages and to enforce this letter Agreement in equity, including the right to demand specific performance by the Receiving Party of the terms hereof or to enjoin the receiving Party from breaching its duties hereunder. Any failure by Inventors to exercise any right, power or privilege granted herein shall not constitute a waiver of such right, power, or privilege. In any action to enforce this letter Agreement, the prevailing party shall be entitled to recover the costs of such action, together with reasonable attorney fees.~~

8. The validity, construction and performance of this Agreement and the legal relations between the parties to this Agreement shall be governed by and construed in accordance with the law of the State of Florida. If any provision of this Agreement, or the application of such provisions, is invalid under any applicable statute or rule of the law, the remaining provisions of this Agreement shall remain in full force and effect.

Receiving Party Initials *[Signature]*

Best Available Copy

Amended

Intellectual Property: The receiving party understands at least portions of the disclosed Confidential Information in the Subject Area includes inventions which are "Patent Pending". All Intellectual Property, including trademarks, writings, information, trade secrets, inventions, discoveries, or improvements, ~~whether or not registrable or patentable, which are conceived, constructed, or written by Receiving Party and arise out of or related to the disclosed Subject Area are, or shall become and remain the sole and exclusive property of the inventors.~~

Amended

Protection of Intellectual Property: Receiving Party recognizes that under US patent laws, all patent applications must be filed in the name of the true and actual inventor(s) of the subject matter sought to be patented. Thus if the Receiving Party makes any patentable inventions relating to the above subject area, Receiving Party agrees to true and actual inventor(s) be named as an applicant in any U.S. patent application(s) filed on such invention(s). Actual ownership of such patent applications shall be governed by the Intellectual Property clause above.

Receiving Party shall promptly disclose to inventors in writing all information pertaining to any intellectual property generated or conceived by Receiving Party under this agreement. Receiving Party hereby agrees to assign to inventors all of Receiving Parties rights to such intellectual property, including patent rights, foreign priority rights, trademarks, etc., provided that inventors shall bear all expenses (excluding charge of time), related thereto.

Governing Law: This agreement shall be governed by and interpreted under and according to the laws of the State of Florida.

Facsimile signatures shall serve as original signatures.

In witness whereof the parties have authorized and agreed to all of the above terms by signing this agreement on the respective dates below indicated.

Inventors
Two Private Parties

By:

[Signature]
Allen Hertz / Dennis Epp
President

Date: 3-3-98

cc: Cynthia Crofoot-Rignanes, Esquire

Receiving Parties
MPM Corporation
a Massachusetts Corporation

By:

[Signature]
Mary Wabuck,
President

Date:

3/4/98

Receiving Party Initials *[Signature]*

Best Available Copy